

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **July 8, 2003**

AGENDA ITEM NO.: **15**

CONSENT:

REGULAR: **X**

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Cooperative Agreement Between City Council and the Office of the Commonwealth's Attorney**

RECOMMENDATION: Approve a cooperative agreement between the City and the Commonwealth's Attorney to bring the employees of that office under the personnel policies and procedures of the City.

SUMMARY: Last year Council entered into an agreement with the Commissioner of the Revenue extending coverage of the City's personnel policies and procedures to the employees of that office. Since then the arrangement has worked without problem. The Commonwealth's Attorney has now asked that the same arrangement be provided to his office.

PRIOR ACTION(S): N/A

FISCAL IMPACT: No impact in FY 2004. There may be some as yet undetermined impact when the positions are placed in the City's classification plan.

CONTACT(S): William Petty, Commonwealth's Attorney
Kimball Payne

ATTACHMENT(S): Proposed Cooperative Agreement

REVIEWED BY: lkp

**COOPERATIVE AGREEMENT BETWEEN CITY COUNCIL
AND THE OFFICE OF THE COMMONWEALTH'S ATTORNEY
CITY OF LYNCHBURG, VIRGINIA**

THIS COOPERATIVE AGREEMENT, effective as of July 1, 2003, is between the Office of the Commonwealth's Attorney and the City Council of the City of Lynchburg.

ARTICLE I: SCOPE OF AGREEMENT

This Agreement extends coverage of the City's personnel policies and procedures, as described in the Employee Handbook and other policy documents, to all employees and deputies of the Office of the Commonwealth's Attorney. This Agreement recognizes that employees and deputies of the Office of the Commonwealth's Attorney and other City employees all serve the residents of Lynchburg. Therefore, this Agreement seeks to establish a uniform personnel system so that the Office of the Commonwealth's Attorney's employees and deputies will have the same rights and benefits and will be subject to the same policies, procedures, and regulations as other City employees, except as provided herein.

Employees and deputies will be subject to the City's personnel policies and procedures, except its disciplinary and grievance procedures. The Commonwealth's Attorney shall have all authority as designated for a Department Director.

All employees and deputies of the Office of the Commonwealth's Attorney, whether funded by the Compensation Board or by the City, shall be placed on the City's pay plan, shall be eligible for the same benefits, and shall receive salary adjustments consistent with those received by other City employees. This is an endeavor to maintain parity among City and Compensation Board funded positions as it pertains to general employee compensation. In the event, however, that the salary established by the Compensation Board for a given position is higher than that determined by the City's pay plan, the salary set by the Compensation Board shall be applicable to the position.

Nothing in this Agreement shall be interpreted to infringe upon the authority of the Commonwealth's Attorney to retain control over the operations of his office, including, without limitation, the authority to:

- (1) Direct the work of his employees and deputies;
- (2) Hire, promote, transfer, or appoint employees and deputies; and
- (3) Discipline, suspend, demote, dismiss, or terminate the appointment of any employee or deputy.

Such authority shall be exercised by the Commonwealth's Attorney; however, the procedures shall be in accordance with the City's personnel policies and procedures.

ARTICLE II: TIME OF PERFORMANCE

This Agreement shall commence as of July 1, 2003, and is effective until terminated by either party.

ARTICLE III: LAWS, PERMITS, AND RESTRICTIONS

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, or performance by the laws of the Commonwealth of Virginia.

ARTICLE IV: TERMINATION

- 1) This Agreement may be cancelled by either party by giving ninety (90) days written notice to the other, or
- 2) This Agreement shall be suspended in the event City Council fails to appropriate or allocate funds for the purpose of continuation of this Agreement, or
- 3) In the event of breach by either party to this Agreement, the other party may give written notice to the party deemed to be in breach specifying the manner in which the Agreement has been breached. If such notice of breach is given, the party sending the notice may suspend performance of any or all of its corresponding obligations under this Agreement, and if the party receiving this notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this Agreement.

ARTICLE V: PERSONAL RECORDS AND REPORTS

The Department of Human Resources shall maintain the official written records of all employment actions for employees and deputies of the Office of the Commonwealth's Attorney. Records and forms will be submitted in accordance with established procedures.

Witness the following signatures and seals:

WILLIAM G. PETTY
COMMONWEALTH'S ATTORNEY
CITY OF LYNCHBURG

L. KIMBALL PAYNE, III
CITY MANAGER
CITY OF LYNCHBURG